## TIFFANY & BOSCO

2525 EAST CAMELBACK ROAD

The party obtaining this order is responsible for noticing it pursuant to Local Rule 9022-1.

IT IS HEREBY ADJUDGED and DECREED this is SO

**Dated: August 27, 2010** 

ORDERED.



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**SUITE 300** 

PHOENIX, ARIZONA 85016

**TELEPHONE:** (602) 255-6000

Debtors.

Movant,

John E. Lund and Kathryn K. Lund, Debtors, Dale

Respondents.

Central Mortgage Company

vs.

D. Ulrich, Trustee.

FACSIMILE: (602) 255-0192

RANDOLPH J. HAINES U.S. Bankruptcy Judge

Mark S. Bosco 6

State Bar No. 010167

Leonard J. McDonald

State Bar No. 014228

Attorneys for Movant

10-21035

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

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IN RE: 13

14 John E. Lund and Kathryn K. Lund

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No. 2:10-BK-20738-RJH

Chapter 7

**ORDER** 

(Related to Docket #19)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real property which is the subject of a Deed of Trust dated December 11, 2006 and recorded in the office of the Maricopa County Recorder wherein Central Mortgage Company is the current beneficiary and John E. Lund and Kathryn K. Lund have an interest in, further described as:

Lot 401, of ANTHEM UNIT 17 RE-PLAT, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 532 of Maps, Page 2 and Book 578 of Maps, Page 17, records of Maricopa County, Arizona.

IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal liability is discharged in this bankruptcy case.

IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter to which the Debtor may convert.